times. The assumption of a right to estop is as great a step as any. Once take the jurisdiction to do that, and there is no ground for refusing to go on. On the strict principle of international law it would seem that in an action *in personam* by or against a foreign sovereign, a court act as arbitrators, without power to enforce his obedience; for even after judgment his extra-territoriality should not be violated by a friendly State. In an action *in rem*, on the other hand, jurisdiction, once obtained over the *rem*, might well subsist. See *The Charkieh* (cited *supra*); *United States* v. *Wilder*, 3 Sumner, 308.

BREACH OF PROMISE. — Such cases as *Mighell* v. *The Sultan of Johore*, *Van Houten* v. *Morse* (Mass. S. J. C. 1893), *Delia Keegan* v. *Russell Sage*, and *Zella Nicolaus* v. *George Gould* (N. Y.), and the evidence which they furnish of many other such cases settled out of court, do not show much justification for the action for breach of promise. Anomalous, practically an action of tort with heavy punitive damages claimed and often given, and used sometimes as a method of blackmail, sometimes as a means of expressing the indignation of all good jurymen against faithless swains, it forces the courts into a commercial view of what cannot properly be regarded as a matter of trade or dicker. It brings feelings not properly the subject of judicial investigation into undue publicity, and serves seldom as a real remedy for breach of legal obligation. Some years ago Lord (then Sir Farrer) Herschell proposed in the House of Commons, and Sir Henry James seconded, a resolution that "The action for breach of promise of marriage ought to be abolished, except in cases where actual pecuniary loss has been incurred by reason of the promise, the damages being limited to such loss." Here, in the United States, where a remedy and a punishment for seduction are generally provided, it would be interesting to have some one State at least adopt the spirit of this resolution. The similarity to other mutual agreements originally led the courts into allowing the action. As a fresh matter to-day it might well be doubted whether the commercial spirit is sufficiently apparent in the exchange of promises to show an intention of creating a contract in the sense in which contracts are enforced by the courts. The action seems peculiar to the common law.

If it is not to be abolished, at least the proof of the promise should be regulated. There is a serious lack of consistency in requiring written proof of a contract of sale of goods worth fifty dollars or so, and allowing a woman to recover forty thousand dollars or more on her own parol testimony, strenuously denied by the man. Yet such is the law.

MEANING OF "HIGH SEAS." — The Supreme Court, in *United States* v. *Rodgers*, has recently decided that the description, "high seas," in section 5346 of the Revised Statutes, gives jurisdiction to the Federal courts over the Great Lakes. The decision is based on the general use of the term in international law, and so has a wider interest than a mere interpretation of a statute. Justices Brown and Gray dissented, taking the position that "high seas" means only such waters as are open as of right to the commerce of the world.

In England the phrase "high seas" was used as practically co-extensive with the admiralty jurisdiction. But the fact that the Great Lakes are within the admiralty jurisdiction of the United States is not vital in